IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.680 OF 2003
IN
SUMMARY SUIT NO.5664 OF 1999

Sandeep R. Prabbu Plaintiff

versus

Mangesh Shanbaug Defendant

Mr.S.C.Naidu i/by C.R.Naidu for plaintiff

Ms.Yogita Gada i/by Harakchand & Co. for defendant

CORAM : S.C.DHARMADHIKARI, J.

DATE : 22nd June 2005

PC :

1. Heard Mr.Naidu for the plaintiff. Despite strenuous efforts Mr.Naidu could not point out that a Summary suit would lie on a Receipt, without anything more. According to Mr.Naidu this is not Receipt but is an acknowledgement of liability on a written contract. Neither there is any such written contract pleaded nor a copy, if any, is annexed to substantiate this plea. There is much substance in the contention of the advocate appearing for the defendant that a summary suit would not lie on Exhibit-A.

Unconditional leave to defend. Suit transferred to the list of commercial causes. However, this will not take away prejudice the right of the plaintiff to apply for appropriate interim reliefs as also a Decree on admission.

(S.C.DHARMADHIKARI, J.)